

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heald College		08/14/2007	Non-profit public benefit corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Heald College, LLC		
Street Address:	670 Howard Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2573598	HEALD COLLEGE	
Registration Number:	2711192	GET IN. GET OUT. GET AHEAD.	
Serial Number:	77107670	H	
CORRESPONDENCE DATA			
Fax Number:	(949)451-4220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	dsegal@gibsondunn.com		
Correspondent Name:	David A. Segal		
Address Line 1:	3161 Michelson Drive		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	73421-00002		
NAME OF SUBMITTER:	David A. Segal		

CH \$90.00 2573598

Signature:

/david a. segal/

Date:

09/07/2007

Total Attachments: 7

source=healdcollege#page1.tif

source=healdcollege#page2.tif

source=healdcollege#page3.tif

source=healdcollege#page4.tif

source=healdcollege#page5.tif

source=healdcollege#page6.tif

source=healdcollege#page7.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into as of August 14, 2007, by and between Heald College, LLC, a California limited liability company ("*Assignee*"), and Heald College, a California non-profit public benefit corporation ("*Assignor*"), pursuant to the Asset Purchase Agreement (as defined below). All capitalized terms not defined herein shall have their respective meanings ascribed to them in the Asset Purchase Agreement.

A. WHEREAS, Assignor and Heald Education, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement, dated as of December 12, 2006, as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated as of March 12, 2007, that certain Letter Agreement re Extension of Termination Date under Asset Purchase Agreement, dated as of May 21, 2007 and that Certain Agreement to Amend Asset Purchase Agreement, dated as of June 29, 2007 (as amended, the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to transfer the Acquired Assets to Assignee and Assignee has agreed to assume the Assumed Obligations.

B. WHEREAS, it is a condition to the closing of the transactions contemplated by the Asset Purchase Agreement that Assignor and Assignee enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, and pursuant to the terms of the Asset Purchase Agreement, Assignor and Assignee hereby agree as follows:

1. Subject to Section 2 below, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Assumed Obligations (collectively, the "*Assignment*"). Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, covenants and responsibilities, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing, in connection with the Assumed Obligations. Assignor acknowledges and agrees that Assignee does not assume any of Assignor's obligations or duties pursuant to the Acquired Assets to the extent such obligations or duties are not included in the Assumed Obligations. Assignee does not hereby assume the Excluded Liabilities, and the parties hereto agree that all such Excluded Liabilities shall remain the sole responsibility of Assignor.

2. All of the terms and provisions of this Agreement shall be binding upon Assignee and the Assignor and their respective successors and assigns, and shall inure to the benefit of Assignee and the Assignor and their respective successors and assigns.

3. The terms of the Asset Purchase Agreement, including but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the

Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, regardless of the laws or rules that might otherwise govern under applicable principles of conflicts of laws thereof.

5. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective delivery of a manually executed counterpart to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

"Assignee"

Heald College, LLC, a California limited liability company

By: _____

Name: Bradley C. Palmer

Title: Interim Chief Financial Officer & Interim Secretary

"Assignor"

Heald College, a California non-profit public benefit corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the day and year first above written.

"Assignee"

Heald College, LLC, a California limited liability company

By: _____
Name: Bradley C. Palmer
Title: Interim Chief Financial Officer &
Interim Secretary

"Assignor"

Heald College, a California non-profit public benefit corporation

By: *W. A. Min*
Name: _____
Title: _____

HEALD COLLEGE

SCHEDULE 4.14(a)(i)

Seller Registered IP; Unregistered Trademarks and Service Marks

(1) Registered United States Trademarks and Service Marks

Trademark/ Service Mark	Registration or Application Number	Registration Date or Filing Date	Beneficial Owner	Registered Owner
HEALD COLLEGE	Registration No. 2,573,598	May 28, 2002	Heald College	Heald College of California (Heald College filed a Request for Certificate of Correction with the U.S. Patent and Trademark Office on October 17, 2006 to correct the registrant to "Heald College".) This request is pending.
GET IN. GET OUT. GET AHEAD.	Registration No. 2,711,192	April 29, 2003	Heald College	Heald College
H (Stylized)	Application No. 77/107,670	February 14, 2007	Heald College	Heald College

(2) Unregistered Trademarks and Service Marks

Trademark / Service Mark	General Description
Heald CareerPlus	Name of online program & logo design; See website at http://www.healdcareerplus.com/selfpaced.htm
Where Learning Never Ends	Slogan for online program; See website at http://www.healdcareerplus.com/selfpaced.htm

(3) Domain Name Registrations

Domain Name	Registrant	Expiration	Registrar
heald.edu	Heald Institute of Technology Registrant change has been filed.	7/31/2007	Educause
Healduniversity.edu	Heald College, School of Business, Concord Registrant change has been filed.	7/31/2007	Educause
healdcollege.edu	Heald College, San Francisco	7/31/2007	Educause
Healdhon.edu	Heald College	7/31/2007	Educause
healdconferencecenter.info	Heald College	12/5/2008	Network Solutions
Healdbites.biz	Heald College	12/10/2008	Network Solutions
healdcollegesucks.biz	Heald College	12/10/2008	Network Solutions
healdsucks.biz	Heald College	12/10/2008	Network Solutions
Healdbites.org	Heald College	12/11/2008	Network Solutions
Healdbites.info	Heald College	12/11/2008	Network Solutions
healdcollegesucks.info	Heald College	12/11/2008	Network Solutions
healdcollegesucks.org	Heald College	12/11/2008	Network Solutions
healdsucks.info	Heald College	12/11/2008	Network Solutions
healdsucks.org	Heald College	12/11/2008	Network Solutions
healdconferencecenter.com	Heald College	2/6/2009	Network Solutions
healdsuccess.com	Heald College	8/10/2009	Network Solutions
healdcareerplus.com	Heald College	9/14/2010	Network Solutions
Healdjobs.info	Heald College	9/15/2010	Network Solutions
Healdbites.com	Heald College	12/11/2008	Network Solutions
Healdbites.net	Heald College	12/11/2008	Network Solutions
healdcollegesucks.com	Heald College	12/11/2008	Network Solutions
healdcollegesucks.net	Heald College	12/11/2008	Network Solutions
healdsucks.net	Heald College	12/11/2008	Network Solutions
heald.biz	Heald College	2/13/2008	Network Solutions
healduniversity.com	Heald College	4/10/2009	Network Solutions
healdnet.com	Heald College	5/26/2010	Network Solutions
concordconferencecenter.com	Heald College	12/10/2010	Network Solutions
associatecollegedegree.com	Heald College	12/5/2008	Network Solutions
businesscollegecalifornia.com	Heald College	12/5/2008	Network Solutions
businesscollegehawaii.com	Heald College	12/5/2008	Network Solutions
businesscollegeoregon.com	Heald College	12/5/2008	Network Solutions
californiacollegeaid.com	Heald College	12/5/2008	Network Solutions
californiacollegeloan.com	Heald College	12/5/2008	Network Solutions
californiahealthcareschool.com	Heald College	12/5/2008	Network Solutions
careercollegedegree.com	Heald College	12/5/2008	Network Solutions
ciscocertificate.com	Heald College	12/5/2008	Network Solutions
collegegrantcalifornia.com	Heald College	12/5/2008	Network Solutions
collegeloaninfo.com	Heald College	12/5/2008	Network Solutions
collegeseducation.com	Heald College	12/5/2008	Network Solutions
dentalassistantprogram.com	Heald College	12/5/2008	Network Solutions
hawaiibusinesscolleges.com	Heald College	12/5/2008	Network Solutions
hawaiihealthcareschool.com	Heald College	12/5/2008	Network Solutions
oregoncareercollege.com	Heald College	12/5/2008	Network Solutions
oregonhealthcareschool.com	Heald College	12/5/2008	Network Solutions
portlandcareercollege.com	Heald College	12/5/2008	Network Solutions
portlandoregoncollege.com	Heald College	12/5/2008	Network Solutions

(4) United States Copyright Registrations

Title of Copyrighted Work and Publication Date	Beneficial Owner	Copyright Claimant Listed in Registration or Application	U.S. Copyright Registration No.
<u>Heald Planner: Heald Business College</u> Published: January 23, 1995	Heald College	Heald Colleges of California Registration change to Heald College has been filed.	TX-4-114-470
<u>Class Arrivals: Employee Manual, Karen Iversen</u> Published: October 1, 1996	Heald College	Heald Colleges Registration change to Heald College has been filed.	TX-4-523-235